

General Terms and Conditions Cityhomes BV

for Home Seekers

Clause 1. Definitions

1.1 In these General Terms and Conditions, the following definitions apply:

General Terms and Conditions: these General Terms and Conditions of the company Cityhomes B.V., filed with the Chamber of Commerce in Amsterdam, the Netherlands, under number 57780188.

Brokerage Services: the Instruction to Cityhomes to provide brokerage services as regards effecting an agreement between the Client and a third party, within the meaning of Section 7:425 of the Dutch Civil Code ("DCC").

Cityhomes: the legal entity who, in accordance with the Confirmation of Letting Instruction, accepts the Instruction to Provide Services/Brokerage Agreement.

The Client: the legal entity instructing Cityhomes to find housing accommodation.

Confirmation of the Instruction to rent a property: declaration of intent as regards the renting of an apartment.

Registration: the registration of a legal entity with Cityhomes, as a home seeker.

Clause 2. Applicability

2.1 These general terms and conditions apply to the Instruction to Provide Services and/or brokerage activities, as well as any additional and/or future agreement(s) deriving from it and arrangements between Cityhomes and the Client, unless these provisions provide otherwise.

Clause 3. General

3.1 If a Client is interested in (a) certain apartment(s), he or she should inform the staff of Cityhomes of this. Appointments as regards the viewing of an apartment will be taken care of by Cityhomes, free of obligation. During a viewing, the Client will be accompanied, in principle, by a member of Cityhomes' staff, who will show the apartment to the Client. The Client shall have limitless viewing opportunities.

3.2 All publications of offers, discount proposals, and quotes to be found on www.cityhomes.nl as well as in newsletters by email or any other forms of communication are subject to changes. Cityhomes cannot be held liable for any incorrect information displayed in the publications with regard to third parties.

3.3 Any complaints regarding the activities of Cityhomes will be submitted in writing to Cityhomes at: Customer Service, Frederik Hendrikstraat 125, 1052 HP in Amsterdam or by e-mail: info@cityhomes.nl.

3.4 Seeking housing accommodation with the help of Cityhomes does not necessarily guarantee accommodation.

Clause 4. Terms of reference as regards the Brokerage Services

4.1 Without prejudice of what is stipulated in Clause 6 - 11 of these General Terms and Conditions, it will have no effect on the Services Agreement for the Instruction of brokerage, to which Clauses 4 and 5 will apply.

4.2 A Services Agreement for the Instruction of brokerage services means an Instruction to act as an intermediary as regards the brokerage carried out by Cityhomes in order to conclude an agreement between the Client and a third party, within the meaning of Section 7:425 (DCC). Cityhomes is not a party to the agreement between the Client and the Landlord.

4.3 Cityhomes does not act in the capacity of broker on the instructions of Landlords to form tenancy agreements for property unless the Landlords offer the property through Cityhomes.

4.4. Unless the parties have explicitly otherwise agreed to in writing, the Client and Cityhomes do not intend Cityhomes to be expressly authorized for that purpose by the Client, within the meaning of Section 3:60 (DCC), in order to perform legal acts in its name or that Cityhomes, by reason of a mandate, performs legal acts at the expense of the Client as meant in Section 7:414 (DCC).

Clause 5. Brokerage Fee

5.1 The Client must pay the full Fee agreed for the activities carried out by Cityhomes if, during the term of the agreement, an (tenancy) agreement is concluded between the Client and a third party who does not use the website services of Cityhomes to advertise its property, even if the formation of such an agreement is not based on services provided by Cityhomes, unless explicitly otherwise agreed to in the agreement of brokerage services/Confirmation of the Instruction.

5.2 The Client shall pay the full Fee agreed for the activities carried out by Cityhomes if the agreement with a third party is concluded after the agreement for services between Cityhomes and the Client (by termination or otherwise) has ended, but the agreement with a third party is the result of the services provided by Cityhomes and/or as a result of the Client acting contrary to Clause 5(1) and 6(4) and/or as a result of the Client during the term of the agreement, negotiating with third parties with the purpose of concluding an agreement without the knowledge of Cityhomes, or when despite an irrevocable offer by the Client to conclude a tenancy agreement, the Client, following acceptance by the Landlord, does not fulfil the tenancy agreement or by rejection of the Landlord due to unforeseen circumstances not attributable to the Landlord causing the agreement not to be concluded.

Clause 6. Cancellation by the Client

6.1 If the Client, after approving the Confirmation of the Instruction for renting the property in writing, for reasons not attributable to Cityhomes, no longer wishes to rent the offered property, the Client must compensate Cityhomes for any loss suffered. The aforesaid loss will in any case consist of the brokerage fee lost by Cityhomes and any agreement costs incurred by Cityhomes (inclusive of VAT) which would normally have been paid by the Client. In addition, the Client must compensate any loss suffered by the Landlord.

Clause 7. The Instruction in general

7.1 The Client will provide all information and documents to Cityhomes that are required to properly carry out the Instruction, and guarantees this information to be correct and complete. Cityhomes will keep the Client informed of the work activities and will account for the way in which Cityhomes has fulfilled its tasks. If Cityhomes has received payments or paid out certain amounts to be credited or debited to the Client, Cityhomes will inform the Client of this.

7.2 Every Instruction is deemed to be given to and accepted by Cityhomes. This applies even if it is the Client's express or implied intention that an Instruction is carried out by a specific person(s) employed by Cityhomes. Cityhomes has the right to let certain work carried out for the purposes of the Instruction by third parties (e.g. specialised building inspectors) that are not employed by Cityhomes, provided prior permission from the Client has been obtained first. The effect of Section 7:404 (DCC) and Section 7:407(2) (DCC), which impose a joint and several liability if more than one person has received the Instruction, is excluded.

7.3 The Client shall refrain from all activities that could possibly interfere with or the Instruction to Cityhomes and/or hinder Cityhomes in carrying out this Instruction.

Clause 8. Level of Fee and Payment

8.1 The fee for brokerage activities as referred to in the Confirmation of the Instruction to rent a property (for payment within the meaning of Section 7:405 and/or Section 7:426 DCC) include the payment of expenses incurred and still to be incurred by Cityhomes with regard to the Instruction given by the Client, unless stipulated otherwise in the Confirmation of the Instruction. The payment amounts in principle to the monthly gross rent money (inclusive of an advance payment as regards additional service charges and mains services) as referred to at the commencement of the tenancy agreement, unless stipulated otherwise in the Confirmation of the Instruction to rent a property. In addition, any agreement costs are payable by the Client.

8.2 The Fee referred to in Clauses 5 and 8 are exclusive of 21% VAT and shall be complied with prior to accepting the housing accommodation.

8.3 The Client shall pay to Cityhomes within 3 days after accepting the housing accommodation the first rent instalment and all other rental costs as well as the Fee of Cityhomes and the agreement costs as indicated in the Confirmation of the Instruction. If the fee and agreement costs are payable by the Client while the tenancy agreement has not been concluded as meant under Clause 5.2, payment shall take place within 3 working days after receipt of the tenant's rejection. In case of failure to pay, the Client is immediately in default and without any further notice of default being required, the Client shall pay the statutory interest rate plus 1%, payable for each day the payment was delayed. Furthermore, the Client will have to pay extrajudicial collection costs amounting to 15% of the Fee, with a minimum of EUR 250.

Clause 9. Term of the Agreement

9.1 The Services Agreement was concluded for an indefinite period of time, starting the date on which the Instruction was given to Cityhomes.

9.2 The agreement will end inter alia through termination or upon completion of the work agreed to in the agreement.

9.3 The Client is entitled to terminate this agreement at any given moment by means of a registered letter, subject to four weeks' notice. 9.4 Cityhomes is entitled to terminate the agreement with immediate effect by means of registered letter, if (and not confined to):

- (a) the Client acts contrary to any provision in the Agreement of Services, these Terms and Conditions or any other agreement concluded between Cityhomes and the Client, and this default has not been lifted 7 days after the notice of default was given, without prejudice to Cityhomes' right to full compensation or performance of this agreement;
- (b) in the event of bankruptcy, (provisional) suspension of payments, a private debt settlement or if a statutory debt management scheme for natural persons is declared applicable;
- (c) if, in the opinion of Cityhomes, the working relationship between Cityhomes and the Client has been severely damaged;
- (d) if the Client has become discredited;
- (e) if the Client sets up business abroad causing inevitable problems for Cityhomes;
- (f) if it reveals that the Client has provided incorrect information to Cityhomes upon entering into the agreement that would have a serious effect on the agreement that, should Cityhomes have been given the correct information such an agreement would not have taken place, or under different conditions;
- (g) in the event of different circumstances that, in the opinion of Cityhomes, provides reason not to continue with the agreement.

9.5 Without prejudice to the Client's obligation to compensate the work carried out and the expenses incurred, both parties can derive no right to compensation from the termination of the agreement, unless it concerns a termination for breach of agreement.

Clause 10. Liability

10.1 Cityhomes has limited liability for professional misconduct. If in the unlikely event, while carrying out the Instruction, including an omission, an incident takes place resulting in liability, the liability of Cityhomes will be limited to the Fee paid by the Client to Cityhomes, as referred to in Clause 8.1.

10.2 The Client will indemnify Cityhomes against all claims by third parties, any reasonable costs of legal assistance included, that are in any way linked to activities carried out by Cityhomes on the Instruction of the Client, unless these claims are the result of intentional act or gross negligence of Cityhomes.

10.3 This limitation of liability does not apply to loss suffered as regards intentional act or gross negligence of Cityhomes.

Clause 11. Applicable law / competent court

11.1 Dutch law applies to this agreement and agreements deriving from it.

11.2 Any dispute that may arise by reason of the Services Agreement or any further agreements deriving from it, will be resolved by the competent Dutch court in Amsterdam.

Clause 12. Other matters

12.1 These General Terms and Conditions are applicable to the activities of Cityhomes in so far as not otherwise arising from these provisions.

12.2 The Client is aware of the fact that Cityhomes brokers between Cityhomes and the tenant. The Client is also aware of the fact that in order to guarantee the quality of the provided brokerage service, a background check on the tenant will be run. In the event of furnishing a mandate/giving an Instruction required for any brokerage services on the part of Landlord, the Client shall give its consent herewith.

12.3 Deviation from or change to these General Terms and Conditions, agreement(s) entered into by the parties, and/or additional or deviating provisions will only take effect when the parties have agreed to this in writing and have signed it.

12.4 The fact that a provision of these General Terms and Conditions or Services Agreement is void or non-binding, does not annul the General Terms and Conditions in its entirety. Any void or non-binding provision will be replaced by a provision that approaches the parties' intended economic result as closely as possible in a legally effective manner, agreed to by the parties.

12.5 Failure by a party to take any action in case of default in respect of any provision of these General Terms and Conditions or in the Services Agreement by the other party, or permitting or tolerating a deviation from any provision of these General Terms and Conditions, may not be considered as a waiver of rights.

12.6 Unless otherwise stipulated in these General Terms and Conditions and/or in the Agreement of Services, the rights and obligations described in these general terms and conditions and/or Services Agreement are not transferable, unless agreed to in writing by all parties involved.

12.7 The headings above the different provisions of this agreement or in the General Terms and Conditions have no independent significance. The headings have exclusively been added for ease of reference only and are not of influence to the explanation of the provisions in this agreement.

12.8 If any provision included in the agreement entered into between Cityhomes and the Client is in conflict with these General Terms and Conditions, the provision agreed on in the agreement(s) shall prevail.

12.9 The General Terms and Conditions of Cityhomes for the party offering housing accommodation do not apply to the agreement between Cityhomes and Home Seekers.

The Dutch text of the General Terms and Conditions shall prevail over any translations.